

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

## **NORTHWEST ADMINISTRATORS, INC.,**

Plaintiff,

No.

SERVICE LINEN SUPPLY, INC., a  
Washington corporation,

Defendant.

**COMPLAINT TO COLLECT  
TRUST FUNDS**

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Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund (hereinafter "Trust").

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The Washington Teamsters Welfare Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor

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1 Management Relations Act of 1947, as amended, to provide medical benefits to  
2 eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under Section  
5 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),  
6 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.  
7 §185(a).

8 IV.

9 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
10 §1132(e)(2), because the plaintiff trust fund is administered in this District.

11 V.

12 Defendant is a Washington corporation.

13 VI.

14 Defendant is bound to a collective bargaining agreement with Local 117 of the  
15 International Brotherhood of Teamsters (hereinafter "Local"), under which the  
16 Defendant is required to promptly and fully report for and pay monthly contributions to  
17 the Trust at specific rates for each hour of compensation (including vacations,  
18 holidays, overtime and sick leave) the Defendant pays to its employees who are  
19 members of the bargaining unit represented by the Local. Such bargaining unit  
20 members are any of the Defendant's part-time or full-time employees who perform  
21 any work task covered by the Defendant's collective bargaining agreements with the  
22 Local, whether or not those employees ever actually join the Local.

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VII.

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Defendant accepted the Plaintiff's Trust Agreement and Declaration and  
agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent  
and delinquently paid contributions due to the Trust, together with interest accruing  
upon such delinquent contributions at the rate of twelve percent (12%) per annum  
from the first day of delinquency until fully paid, as well as attorney's fees and costs  
the Trust incurs in connection with the Defendant's unpaid obligations.

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VIII.

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For the employment period March 2018, Defendant submitted its remittance  
report to the Plaintiff, but failed to promptly pay to the Plaintiff Trust all amounts due  
for Medical contributions.

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WHEREFORE, the Plaintiff prays to the Court as follows:

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1. That it be granted judgment against Defendant for:  
a. All delinquent medical contributions due to the Trust;  
b. All liquidated damages and pre-judgment interest due to the  
Trust;  
c. All attorney's fees and costs incurred by the Trust in connection  
with the Defendant's unpaid obligation; and

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d. Such other and further relief as the Court may deem just and equitable.

Respectfully submitted,

REID, McCARTHY, BALLEW & LEAHY,  
L.L.P.

Russell J. Reid, WSBA #2560  
Attorney for Plaintiff